

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF ILLINOIS

FILED

NOV 13 1998

G. PATRICK MURPHY,  
DISTRICT JUDGE  
SOUTHERN DISTRICT OF ILLINOIS  
EAST ST. LOUIS, ILLINOIS

UNITED STATES OF AMERICA and  
THE PEOPLE OF THE STATE OF  
ILLINOIS,

Plaintiffs,

v.

SHELL OIL COMPANY, SHELL WOOD  
RIVER REFINING COMPANY, EQUILON  
ENTERPRISES LLC and WOOD RIVER  
REFINING COMPANY, a Division of  
EQUILON ENTERPRISES LLC,

Defendants.

CIVIL ACTION NO. 98-652-GPM

JUDGE

RECEIVED

NOV 23 1998

UNITED STATES ATTORNEYS OFFICE  
SOUTHERN DISTRICT OF ILLINOIS  
FAIRVIEW HEIGHTS, ILLINOIS

CONSENT DECREE

I. BACKGROUND

WHEREAS, Plaintiffs, the United States of America, on behalf of the Administrator of the United States Environmental Protection Agency ("U.S. EPA"), and the People of the State of Illinois (the "State"), by their attorney, James E. Ryan, Attorney General of the State of Illinois, have, concurrently with the lodging of this Consent Decree, both filed complaints (the "Complaints") asserting claims against Defendants Shell Oil Company, Shell Wood River Refining Company, Equilon Enterprises LLC, and Wood River Refining Company, a Division of Equilon Enterprises LLC ("Defendants") regarding Defendants' Wood River refinery in Roxana, Illinois (the "Facility"), pursuant to the Clean Air Act, as amended ("CAA"), 42 U.S.C. § 7401 et seq.; the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. § 6901 et seq.; the Clean Water Act, as amended, 33 U.S.C. § 1251 et seq.; the Comprehensive Environmental

Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; and the Emergency Planning and Community Right-To-Know Act, as amended ("EPCRA"), 42 U.S.C. § 11001 et seq.;

WHEREAS, the Complaints allege, inter alia, that Defendants violated requirements of the CAA, regulations promulgated thereunder, and provisions of the State of Illinois Air Pollution Implementation Plan ("Illinois SIP") and the Illinois Operating Permit Program, both of which U.S. EPA approved pursuant to Section 110 of the CAA, 42 U.S.C. § 7410, and violations of which constitute violations of the CAA pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7410, including: Illinois SIP provisions set forth at 35 Ill. Adm. Code §§ 214.382(b) and 201.141; provisions of the Federally Enforceable State Operating Permit ("FESOP") issued to Shell Oil Company on November 2, 1993, and subsequently transferred to Shell Wood River Refining Company and then to Wood River Refining Company, a Division of Equilon Enterprises, LLC; New Source Performance Standards ("NSPS") applicable to certain fossil fuel-fired steam generating units, 40 C.F.R. Part 60 Subpart D, petroleum refineries, 40 C.F.R. Part 60 Subpart J, equipment leaks of volatile organic compounds ("VOCs") in petroleum refineries, 40 C.F.R. Part 60 Subpart GGG; National Emissions Standards for Hazardous Air Pollutants ("NESHAPs") applicable to equipment leaks of benzene, 40 C.F.R. Part 61, Subpart J; and record keeping requirements set forth in Section 114 of the CAA, 42 U.S.C. § 7414;

WHEREAS, the Complaints allege, inter alia, that Defendants violated requirements of RCRA and the Illinois Waste Disposal Regulations, 35 Ill. Adm. Code Part 700 et seq., which U.S. EPA authorized pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), and violations of which constitute violations of RCRA pursuant to Section 3008 of RCRA, 42 U.S.C.

U.S. ENVIRONMENTAL  
PROTECTION AGENCY

DEC 15 1993

- 2 -

OFFICE OF REGIONAL  
COUNSEL

§ 6928(a)(2), including the requirements set forth at 35 Ill. Adm. Code §§ 722.120(a), 722.134(a)(2), 722.134(a)(3), and § 728.107, and Section 3005(a) of RCRA, 42 U.S.C. § 6925(a);

WHEREAS, the Complaints allege, inter alia, that Defendants violated requirements of the CWA and the Illinois Water Pollution Control Regulations, 35 Ill. Adm. Code Part 305 et seq., which U.S. EPA authorized pursuant to Section 307(b) of the Clean Water Act, 33 U.S.C. § 1317(b), and violations of which constitute violations of the CWA pursuant to Section 307(d) of the Clean Water Act, 33 U.S.C. § 1317(d), including 35 Ill. Adm. Code § 305.102(a) and (b).

WHEREAS, the Complaints allege, inter alia, that Defendants violated the reporting requirements of Section 103 of CERCLA, 42 U.S.C. § 9603, and Section 304 of EPCRA, 42 U.S.C. § 11004;

WHEREAS, it is the purpose of the parties entering into this Consent Decree to assure compliance with the provisions of the CAA, RCRA, CWA, CERCLA and EPCRA that Plaintiffs have alleged in their respective Complaints that Defendants have violated;

WHEREAS, the parties to this Consent Decree recognize that the Consent Decree is a settlement of a contested matter and that participation in the settlement does not constitute or represent any admission of law or fact by any party, except as provided herein;

WHEREAS, by their respective undersigned representatives, Plaintiffs and Defendants, having agreed that settlement of this matter has been negotiated by the parties in good faith and that this Consent Decree is fair, reasonable, consistent with applicable law and in the public interest, and that entry of this Consent Decree without further litigation is the most appropriate means of resolving this matter;

4. No change in ownership of the Facility or any portion thereof shall in any way alter Defendants' rights or responsibilities under this Consent Decree; nor shall any change in corporate status or ownership affect Defendants' obligations or rights under this Consent Decree. At least thirty (30) days prior to transferring ownership or operation of any part of the Facility, Defendants shall give notice of the terms of this Consent Decree to the prospective successor owner or operator of the Facility or portion thereof, and shall simultaneously verify to U.S. EPA and the State in writing, in the manner set forth in Section XII (Notice), that such notice has been given. No such sale or transfer shall relieve Defendants of any obligation set forth herein unless agreed to in writing by the United States and approved by the Court.

#### IV. DEFINITIONS

5. Unless otherwise expressly stated, the terms used in this Consent Decree that are defined in the CAA, RCRA, CWA, CERCLA, or EPCRA, or in regulations promulgated thereunder, shall have the meanings set forth in such definitions.

6. Whenever the terms listed below are used in this Consent Decree, the following definitions shall apply:

"CAA" means the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.

"CEMS" shall mean continuous emissions monitoring system.

"CERCLA" means the Comprehensive Environmental Response, Conservation and Liability Act, 42 U.S.C. § 9601 et seq.

"Claus sulfur recovery plant" shall mean Claus trains A, C, and D at the Facility.

"Consent Decree" or "Decree" shall mean this Consent Decree and all attachments hereto, and all modifications of this Consent Decree.

"CWA" shall mean the Clean Water Act, 33 U.S.C. § 1251 et seq.

"Day" shall mean a calendar day unless expressly stated to be a Working Day. "Working Day" shall mean a day other than a Saturday, Sunday or federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday or federal holiday, the period will run until the close of business of the next Working Day.

"Defendants" shall mean Shell Oil Company, Equilon Enterprises LLC, and Wood River Refining Company, a Division of Equilon Enterprises LLC.

"EPCRA" means the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.

"Facility" shall mean the petroleum refinery currently owned and operated by Equilon Enterprises LLC through the Wood River Refining Company, a Division of Equilon Enterprises LLC at 900 South Central Avenue, Roxana, Illinois 62084.

"IEPA" shall mean the Illinois Environmental Protection Agency and any successor departments or agencies of the State of Illinois.

"Interest" shall mean a rate of interest at the rate specified for a money judgment in a civil case recovered in a district court pursuant to 28 U.S.C. § 1961.

"NSPS" shall mean the Standards of Performance for New Stationary Sources, 40 C.F.R. Part 60.

"Paragraph" shall mean a portion of this Consent Decree identified by an arabic number or upper case letter.

"Parties" shall mean the United States of America, the People of the State of Illinois, and Defendants.

"Plaintiffs" shall mean the United States of America and the People of the State of Illinois.

"RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.

"Refinery flasher pitch" shall mean vacuum flasher distillation bottoms hydrocarbons.

"Section" shall mean a portion of this Consent Decree identified by a roman numeral.

"SCOT Unit" shall mean Shell Claus Off-gas Treatment Unit.

"State" shall mean the State of Illinois, including the Illinois Attorney General's Office and IEPA.

"United States" shall mean the United States of America and its departments and agencies, including the U.S. EPA.

"U.S. EPA" means the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"Work" shall mean all activities Defendants are required to perform under this Consent Decree.

## V. COMPLIANCE

7. By its signature to this Consent Decree, and subject to the terms of this Consent Decree, the Consent Decree entered in United States of America v. Shell Oil Company, et al., Civil Action No. 97-539-WDS (S.D. Ill.), and the Consent Order entered in People of the State of Illinois v. Shell Oil Company, Civil Action No. 89-CH-302, and any matters that are the subject of the Petition filed before the Illinois Pollution Control Board in Petition of Shell Wood River Refining Company for an Adjusted Standard from 35 Ill. Adm. Code §§ 725.213 and 725.321, No. AS98-6, Defendants certify that, to the best of their knowledge and belief after diligent review, the Facility is in compliance with: the CAA, the conditions and limitations of the Illinois

SIP, and all permits, orders and regulations issued by U.S. EPA and the State pursuant to the CAA, including, without limitation, Defendants' FESOP, 40 C.F.R. Part 60, and 40 C.F.R. Part 61; the CWA and all permits, orders and regulations issued by U.S. EPA and the State pursuant to the CWA; RCRA and all permits, orders and regulations issued by U.S. EPA and the State pursuant to the RCRA; CERCLA and its implementing regulations; and EPCRA and its implementing regulations.

8. Not later than sixty (60) days after entry of this Consent Decree, Defendants shall undertake one of the following two alternatives to address compliance with 40 C.F.R. § 60.45 with regard to Boiler 17: (i) Defendants shall notify U.S. EPA and the State that they will install, by a date no later than one hundred and eighty (180) days after entry of this Consent Decree, a continuous emissions monitoring system ("CEMS") for nitrogen oxides at Boiler 17; Defendants shall install the CEMS for nitrogen oxides at Boiler 17 by such date; and (after the installation of the CEMS) Defendants shall comply with all applicable monitoring requirements under 40 C.F.R. Part 60; or (ii) Defendants shall conduct a nitrogen oxides performance test on Boiler 17 for each fuel or combination of fuels used while operating at maximum capacity, using the reference method specified in 40 C.F.R. § 60.46(a).

9. If Defendants choose alternative (ii) described in the previous Paragraph and qualify for and use the exemption set forth in 40 C.F.R. § 60.45(b)(3), Defendants shall, any time thereafter, notify U.S. EPA and the State within ten (10) days if Defendants change the fuel type; maximum heat release; configuration, number, or type of burners; or any other change in operational parameters that may increase NOx emissions in Boiler 17. Moreover, Defendants shall conduct further performance tests if requested by U.S. EPA or the State. If any performance

test results show that emissions of nitrogen oxides are greater than seventy percent (70%) of the standard set forth in 40 C.F.R. § 60.44(a)(1), Defendants shall install a CEMS for nitrogen oxides within three hundred and sixty-five (365) days after the date of the performance test pursuant to 40 C.F.R. § 60.45(b)(3) and comply with all other applicable monitoring requirements under 40 C.F.R. Part 60. Defendants shall notify the U.S. EPA and the State of the results of the performance test and the date that such performance test was conducted in the manner specified in Section XII (Notice) within thirty (30) days of conducting the performance test. If Defendants install a CEMS for nitrogen oxides under the provisions of this Paragraph, Defendants shall notify the U.S. EPA and the State that the CEMS has been installed and the date of such installation in the manner specified in Section XII (Notice) within thirty (30) days of its installation.

10. Upon entry of this Consent Decree, Defendants shall continuously monitor and record the concentration of hydrogen sulfide in refinery fuel gas supplied to the header physically connected to any fuel gas combustion device subject to NSPS using the hydrogen sulfide continuous emissions monitor as currently located, and report on a quarterly basis all three hour rolling averages of hydrogen sulfide in excess of 230 mg/dscm (0.10 gr/dscf) in accordance with 40 C.F.R. § 60.7(c). As an alternative, Defendants may undertake one of the following two options: (i) Pursuant to 40 C.F.R. § 60.105(a)(4), Defendants shall install and continuously operate hydrogen sulfide monitoring instruments in locations that accurately represent the concentration of hydrogen sulfide in the fuel gas being burned in any fuel gas combustion device subject to NSPS to enable Defendants to continuously monitor and record the concentration of hydrogen sulfide in fuel gases being burned; or (ii) Permanently disconnect all fuel gas combustion devices subject to NSPS requirements that are not monitored pursuant to (i), above, from the



test results show that emissions of nitrogen oxides are greater than seventy percent (70%) of the standard set forth in 40 C.F.R. § 60.44(a)(1), Defendants shall install a CEMS for nitrogen oxides within three hundred and sixty-five (365) days after the date of the performance test pursuant to 40 C.F.R. § 60.45(b)(3) and comply with all other applicable monitoring requirements under 40 C.F.R. Part 60. Defendants shall notify the U.S. EPA and the State of the results of the performance test and the date that such performance test was conducted in the manner specified in Section XII (Notice) within thirty (30) days of conducting the performance test. If Defendants install a CEMS for nitrogen oxides under the provisions of this Paragraph, Defendants shall notify the U.S. EPA and the State that the CEMS has been installed and the date of such installation in the manner specified in Section XII (Notice) within thirty (30) days of its installation.

10. Upon entry of this Consent Decree, Defendants shall continuously monitor and record the concentration of hydrogen sulfide in refinery fuel gas supplied to the header physically connected to any fuel gas combustion device subject to NSPS using the hydrogen sulfide continuous emissions monitor as currently located, and report on a quarterly basis all three hour rolling averages of hydrogen sulfide in excess of 230 mg/dscm (0.10 gr/dscf) in accordance with 40 C.F.R. § 60.7(c). As an alternative, Defendants may undertake one of the following two options: (i) Pursuant to 40 C.F.R. § 60.105(a)(4), Defendants shall install and continuously operate hydrogen sulfide monitoring instruments in locations that accurately represent the concentration of hydrogen sulfide in the fuel gas being burned in any fuel gas combustion device subject to NSPS to enable Defendants to continuously monitor and record the concentration of hydrogen sulfide in fuel gases being burned; or (ii) Permanently disconnect all fuel gas combustion devices subject to NSPS requirements that are not monitored pursuant to (i), above, from the

addition to the sulfur dioxide reductions that will result from the project set forth in Section VI.B. of this Decree. For purposes of this Consent Decree, the baseline for determining the potential increase in sulfur dioxide emissions from the Claus sulfur recovery plant is 1.0 tons per day. The offsets shall consist of the following: a) Except to the extent already required in Section VI.B., the elimination of refinery flasher pitch combustion in process heaters and boilers at the Facility; b) Modification of refinery operations so as to limit sulfur production to 330 long tons per day or less at the Claus sulfur recovery plant; c) For maintenance turnarounds occurring after 1999, reducing sulfur dioxide emissions from the Facility's catalytic cracking units by fifty (50) percent from that otherwise allowed by 35 Ill. Adm. Code 214.382(c)(3)(I); and d) Minimization of sulfur dioxide produced by flaring to the extent practicable and consistent with safe practices and procedures. Defendants may obtain equivalent offsets from alternative sources at the Facility if they provide notice to U.S. EPA and IEPA of the source of such alternative offsets no later than six (6) months before any maintenance turnaround. The Parties do not intend this provision to permit or result in a violation of any National Ambient Air Quality Standard. In the event any such violation is monitored, Defendants shall take prompt corrective action, and shall be subject to any otherwise applicable provision of law regarding National Ambient Air Quality Standards.

a. At least thirty (30) days prior to the date on which a maintenance turnaround for the SCOT Unit will commence, Defendants must notify U.S. EPA and the State that they intend to conduct the maintenance turnaround, the approximate date it will commence, and provide a general explanation of the source of the emissions offsets. Within thirty (30) days of the conclusion of each maintenance turnaround, Defendants must submit information to U.S. EPA and the State documenting the start and end dates of the maintenance turnaround and the

emissions reductions (both actual and potential) obtained as offsets pursuant to this Paragraph. In addition to the notification provisions set forth above, within five (5) days of any shutdown of the SCOT Unit that leads to an exceedance of the emission limit set forth in 40 C.F.R.

§ 60.104(a)(2)(i), Defendants shall submit notice of such shutdown to U.S. EPA and the State; within thirty (30) days of such shutdown, Defendants shall submit a written report to U.S. EPA and the State that discusses the shutdown, its cause, and corrective action taken to ensure that future shutdowns of the SCOT Unit do not occur.

13. For purposes of calculating the three year period for each maintenance turnaround at the SCOT Unit referenced in the previous Paragraph, the three year period shall begin on January 1 of the calendar year in which the SCOT Unit's previous maintenance turnaround occurred. The Parties agree that the most recent SCOT Unit maintenance turnaround as of the date this Consent Decree is signed by Defendants was in 1996. Accordingly, the next maintenance turnaround period must commence on or after January 1, 1999.

14. Within sixty (60) days of entry of this Consent Decree, Defendants will submit to U.S. EPA for review and approval and to the State for review, draft amendments to its Federally Enforceable State Operating Permit ("FESOP") and its Title V Permit Application that incorporate the requirements of Paragraphs 11 through 13 set forth above. The Parties agree that the purpose of U.S. EPA's review and approval is to determine the draft amendments' compliance with the terms of this Consent Decree and does not constitute action on the permit request. Within thirty days of receipt of the United States' approval, Defendants shall submit such amendments to IEPA. IEPA will act on the permit requests as expeditiously as practicable.

15. Defendants estimate that implementation of the Claus sulfur recovery plant project will require approximately \$6.3 million in capital expenditures but will result in \$100,000 in annual savings.

**B. Elimination of Refinery Flasher Pitch Combustion**

16. Defendants will permanently eliminate the combustion of refinery flasher pitch at the Facility, in accordance with the following dates:

- a) Boilers 15 and 16 within one year of entry of this Consent Decree or July 1, 1999, whichever is earlier.
- b) Process Heaters at the Distilling Unit ("DU") -1 and DU-2 Source Operating Groups by May 1, 2000.
- c) Process Heaters in the Catalytic Reformer ("CR") -1 process unit within the Hydrocracker and CR-1 Source Operating Group by May 1, 2002.
- d) Process Heaters in the CR-3 process unit within the Aromatics East Source Operating Group by December 1, 2002.

The prohibition set forth in this Paragraph shall not apply to the use of refinery flasher pitch as feed for the catalytic cracking units and other refining units as part of the refining process.

17. Within sixty (60) days of entry of this Consent Decree, Defendants will submit to U.S. EPA for review and approval and to the State for review, draft amendments to its FESOP and its Title V Permit Application that incorporate the permanent elimination of refinery flasher pitch combustion at the Facility as required in Paragraph 16 above and set forth the data that Defendants contend must be maintained to adequately determine the sulfur dioxide emission rate for each source operating group as required by 35 Ill. Adm. Code 214.382(d). The draft

amendments must include, among other provisions, emissions limits that reflect the reduced emissions resulting from the cessation of refinery flasher pitch combustion and the following language:

The limitations on the burning of refinery flasher pitch at the Wood River Refinery contained herein were among the terms of a 1998 Consent Decree that Permittee, the United States, and the People of the State of Illinois entered into to resolve alleged violations of the Clean Air Act and other environmental laws. The Consent Decree required, among other terms, the permanent elimination of refinery flasher pitch combustion at the Facility (except as feed for the catalytic cracking units and other refining units as part of the refining process) pursuant to the schedule set forth herein.

The Parties agree that the purpose of U.S. EPA's review and approval is to determine the draft amendments' compliance with the terms of this Consent Decree and does not constitute action on the permit request. Within thirty (30) days of receipt of U.S. EPA's approval, Defendants shall submit such amendments to IEPA. IEPA will act on the permit requests as expeditiously as practicable.

18. It is the intention of the Parties that the elimination of refinery flasher pitch combustion at the Facility as provided for in this Section will reduce sulfur dioxide emissions from the Facility by approximately 7,700 tons per year, reduce nitrogen dioxide emissions by approximately 940 tons per year, and reduce particulate matter emissions by approximately 250 tons per year. The Parties further intend that the elimination of refinery flasher pitch combustion at the Facility as provided for in this Section will have the additional benefit of permitting the simplification of the monitoring, record keeping and reporting of sulfur dioxide emissions at the Facility.

19. Defendants estimate that the elimination of refinery flasher pitch combustion at the Facility will require capital expenditures of approximately \$2.8 million and have an annual cost of \$2.8 million. If Defendants cease operation of the Facility on or before May 1, 2000, Defendants shall pay a Stipulated Penalty of \$4.0 million for failing to implement the elimination of refinery flasher pitch combustion project. If Defendants cease operation of the Facility after May 1, 2000, but before December 31, 2002, Defendants shall pay a Stipulated Penalty of \$2.0 million for failing to implement fully the elimination of refinery flasher pitch project. Any such Stipulated Penalties shall be paid in accordance with the payment provisions set forth in Paragraph 38. For purposes of this Paragraph, Defendants shall be deemed to have ceased operation of the Facility at the beginning of any six month or longer period in which the Claus sulfur recovery plant, all process units that contain the heaters specified in Paragraph 16, and the boilers specified in Paragraph 16 are not operated, for reasons other than force majeure.

**C. Land Acquisition**

20. Within one hundred eighty (180) days of entry of this Consent Decree (or such additional time as Defendants, the State and the United States may agree to in writing), Defendants shall arrange for the purchase and transfer of one or more tracts of land adjacent to the Mississippi River to the Illinois Conservation Foundation for wetlands preservation, water quality protection and wildlife conservation purposes. The United States and the State must approve the tract(s) prior to the purchase and transfer. The cost of such property shall not be less than, but need not exceed, \$500,000. If the cost of such property is less than \$500,000, Defendants shall pay a stipulated penalty to the State of Illinois of \$500,000 minus the acquisition costs of the property. If Defendants are unable to arrange for the acquisition of property that

meets the goals of this Paragraph (as determined by either the State or the United States), Defendants shall pay a \$500,000 stipulated penalty to the State of Illinois.

**D. Hazardous Material Emergency Response Equipment Donation**

21. Within ninety (90) days of entry of this Consent Decree, Defendants shall purchase the following hazardous material emergency response equipment and donate it to the Madison County Hazmat Team:

- (a) Four (4) self-contained breathing apparatus ("SCBA") units;
- (b) Four (4) spare SCBA oxygen bottles;
- (c) Two (2) overpack drums; and
- (d) One (1) emergency Type C repair kit for chlorine cylinders.

22. Defendants estimate that the hazardous material emergency response equipment will cost approximately \$13,500.

**E. Roxana School District Project**

23. Within one hundred and twenty (120) days of entry of this Consent Decree, Defendants, in consultation with the Roxana School District, shall hire a qualified contractor to undertake the following activities:

- (a) Inventory and sample as necessary for identification the various chemical reagents stored in the Roxana School District chemistry, biology, and physics storerooms, classrooms and laboratories in the junior and senior high school complex;
- (b) Analyze the samples as necessary and provide the school district with a complete inventory for review; and

(c) Collect, pack, remove and dispose of all reagents that school district personnel decide they no longer wish to retain for their use.

24. Defendants' expenditures on this project shall not be less than \$10,000 and need not exceed \$15,000.

**F. Flare Gas Recovery System Repairs**

25. Defendants currently operate, and have operated since the late 1970s, a flare gas recovery system to reduce sulfur dioxide emissions from the flares servicing the Wood River Refinery process units. Beginning in 1996, Defendants undertook a project to extensively overhaul and repair this system. The project included the elimination of trace vacuum leaks in the flasher process unit area which had led to formation of deposits causing extensive malfunctions in one recovery compressor as well as the overhaul and major repair of each of the three flare gas recovery compressors. Upon entry of this Consent Decree, Defendants shall minimize sulfur dioxide emissions from the refinery flare system by maintaining the existing flare gas recovery system (as described in Section 9 of its Title V permit application) such that the mechanical availability of each flare gas recovery compressor (units C-7733, C-69031 and C-81075) is at least ninety (90) percent on an annual basis. On or before March 15 of each year, Defendants shall submit a written report to U.S. EPA and the State that sets forth the mechanical availability of each flare gas recovery compressor for the previous calendar year. However, Defendants need not report the mechanical availability of the flare gas recovery compressors prior to the entry of this Consent Decree. In the event the mechanical availability of any flare gas recovery compressor is less than ninety (90) percent on an annual basis, Defendants shall include in the report the reason(s) that the mechanical availability was less than ninety (90) percent and the corrective



measures that have been and will be undertaken to improve the mechanical availability of the flare gas recovery compressor.

**G. General Project Provisions**

26. By signing this Consent Decree, Defendants certify that they are not required, and have no liability, under any federal, state or local law or regulation or pursuant to any agreements or orders of any court, to perform or develop any of the projects identified in Section VI of this Consent Decree. Defendants further certify that they have not received, and will not in the future receive, (1) credit as a Supplemental Environmental Project or other penalty offset in any other enforcement action for such projects or (2) credit for any emissions reductions resulting from such projects in any federal, state or local emissions trading or early reduction program; provided, however, that Defendants may use the carbon dioxide emissions reductions obtained through the project set forth in Section VI.B. to comply with any statutory or regulatory provision requiring Defendants to reduce the Wood River Refinery's carbon dioxide emissions to levels below a December 1, 2002 (or some earlier date) baseline level.

27. Defendants shall submit a Project Completion Report to U.S. EPA and the State within ninety (90) days of completing each project set forth in this Section. The Project Completion Report shall contain the following information:

- a) A detailed description of the Project as implemented;
- b) A brief description of any significant operating problems encountered, including any that had an impact on the environment, and the solutions thereto;

c) A summary of costs. Defendants shall keep copies of purchase orders, receipts, and canceled checks for three years following submission of the Project Completion Report, and shall make such materials available to the United States and the State upon request;

d) Certification that the Project has been fully implemented pursuant to the provisions of this Consent Decree; and

e) A description of the environmental and public health benefits resulting from implementation of the Project (including a quantification of the benefits and pollutant reductions, if feasible).

28. Following receipt of the Project Completion Report described in the previous Paragraph, U.S. EPA, in consultation with the State, will do one of the following, in writing: (i) accept the Project Completion Report; (ii) reject the Project Completion Report, notifying Defendants of deficiencies in the Project Completion Report and granting Defendants an additional thirty (30) days within which to correct the deficiencies; or (iii) reject the Project Completion Report. Disputes between U.S. EPA and Defendants concerning a Project Completion Report shall be resolved in accordance with Section X (Dispute Resolution) of this Consent Decree.

29. Defendants shall submit a Yearly Report to U.S. EPA and the State on or before January 31 of each year that this Consent Decree is in effect. The Yearly Report will indicate the status of each project identified in this Section.

30. Any public statement, oral or written, made by Defendants or its representatives regarding or otherwise referencing any project undertaken pursuant to this Section of the Consent Decree shall include the following language: "This project was undertaken in connection with the

settlement of an enforcement action undertaken by the United States and the People of the State of Illinois."

## **VII. CIVIL PENALTY**

31. Within thirty (30) days of entry of this Consent Decree, Defendants shall pay a civil penalty in the amount of \$1,000,000, plus Interest accrued from the date this Consent Decree is lodged with the Court, to the United States. The payment shall be made by Fed Wire Electronic Funds Transfer ("EFT") to the Department of Justice Lockbox Bank in accordance with specific instructions to be timely provided to Defendants upon entry of this Consent Decree and shall reference DOJ Case No. 90-7-1-818, the Civil Action Number assigned to this case by the United States District Court, Southern District of Illinois, and U.S.A.O. File No. 1998V00299. Any funds received at the Lockbox Bank after 3:00 p.m. (Eastern Time) shall be credited on the next business day. Defendants shall advise the Financial Litigation Unit of the United States Attorney's Office for the Southern District of Illinois at the time payment is being wire-transferred. In addition, Defendants shall confirm to U.S. EPA and the Department of Justice that payment has been made by providing notice in the manner specified in Section XII (Notice), below.

32. Within thirty (30) days of entry of this Consent Decree, Defendants shall pay a civil penalty in the amount of \$500,000, plus Interest accrued from the date this Consent Decree is lodged with the Court, to the State. The payment shall be made by bank cashier's check or certified check made payable to the "Treasurer, State of Illinois, for deposit in the Environmental Protection Trust Fund" and be delivered to the Illinois Environmental Protection Agency, Fiscal Services Section, 2200 Churchill Road, P.O. Box 19726, Springfield, Illinois, 62794-9276.

Defendants shall reference the Civil Action Number assigned to this case by the United States District Court, Southern District of Illinois on the civil penalty payment to ensure proper credit.

33. Civil penalties paid pursuant to this Consent Decree shall not be deductible for purposes of Federal or State taxes.

### **VIII. STIPULATED PENALTIES**

34. Defendants shall be liable for stipulated civil penalties to the United States for failure to comply with the requirements of this Consent Decree unless excused under Section IX (Force Majeure). Defendants shall pay the following stipulated penalties per violation per day for noncompliance with any of the requirements identified below:

	<u>Each Period of Noncompliance</u>	
	<u>Days</u>	<u>Over</u>
	<u>1-14</u>	<u>14 days</u>
	<u>(Per Day)</u>	<u>(Per Day)</u>
SCOT Unit Maintenance Turnaround Lasting Over 21 Days While Claus Sulfur Recovery Plant, or any Individual Claus Train, is Operating	\$50,000	\$75,000
SCOT Unit Maintenance Turnaround in Excess of Once Every Three Years While Claus Sulfur Recovery Plant, or any Individual Claus Train, is Operating	\$50,000	\$75,000

	Days 1-2 (Per Day)	Days 3-14 (Per Day)	Over 14 days (Per Day)
Any Shutdown of the SCOT Unit Other than for Periodic Maintenance as Described in Paragraph 12 that Results in a Violation of Paragraph 11 of this Consent Decree	\$5,000	\$50,000	\$75,000

Failure to Offset Emissions from the Sulfur Recovery Unit as Specified in Paragraph 12	\$5,000	\$7,500	\$12,500
--	---------	---------	----------

	Days 1-30 (Per Day)	Days 31-60 (Per Day)	Over 60 days (Per Day)
Failure to Provide Any Notice Required in Paragraph 12	\$1,000	\$3,000	\$5,000

Failure to Address Compliance with 40 C.F.R. § 60.45 at Boiler 17 as Specified in Paragraph 8 by the Dates Specified in Paragraph 8	\$2,000	\$5,000	\$7,500
---	---------	---------	---------

Failure to Provide a Notification Required in Paragraph 9	\$1,000	\$3,000	\$5,000
---	---------	---------	---------

Failure to Install a CEMS for NOx, if Required by Paragraph 9	\$2,000	\$5,000	\$7,500
---	---------	---------	---------

Failure to Monitor, Record, and Report Concentrations of H <sub>2</sub> S in Refinery Fuel Gas that Flows into any Fuel Gas Combustion Device Subject to NSPS, as Required in Paragraph 10, or to Comply with One of the Alternative Compliance Options Set Forth in Paragraph 10	\$2,000	\$5,000	\$7,500
---	---------	---------	---------

Failure to Conduct the Sulfur Recovery Unit Stack Test in Accordance With the Schedule Set Forth in Paragraph 11	\$2,000	\$5,000	\$7,500
Violation of the emission limitation set forth at 40 C.F.R. § 60.104(a)(2)(i) as Determined by the Stack Test Required in Paragraph 11	\$2,000	\$5,000	\$7,500
Failure to Eliminate Refinery Flasher Pitch Combustion at Boilers and Process Heaters in Accordance with the Schedule Set Forth in Paragraph 16, Except as Specified in Paragraph 19	\$2,000	\$5,000	\$7,500
Failure to Donate Emergency Response Equipment in Accordance With the Schedule Set Forth in Paragraph 21	\$1,000	\$3,000	\$5,000
Failure To Conduct the Hazardous Waste Removal Project in Accordance With the Schedule Set Forth in Paragraph 23	\$1,000	\$3,000	\$5,000
Failure to Provide a Flare Gas Recovery Compressor Report as Required in Paragraph 25	\$1,000	\$3,000	\$5,000
Failure to Provide a Project Completion Report as Required in Paragraph 27	\$1,000	\$3,000	\$5,000
Failure to Provide a Yearly Report as Required in Paragraph 29	\$1,000	\$3,000	\$5,000

35. All stipulated penalties shall begin to accrue on the day after complete performance is due or the day a violation occurs, and shall continue to accrue through the day complete performance occurs or the day complete correction of noncompliance occurs.

36. Nothing herein shall preclude the simultaneous accrual of penalties for separate violations of this Consent Decree.

37. Nothing herein shall preclude the United States or the State from seeking additional legal or equitable relief for violation of this Consent Decree or the CAA, CWA, CERCLA, EPCRA, or RCRA, including, but not limited to, injunctive relief, and civil and criminal sanctions. Defendants reserve all rights to contest such actions.

38. Defendants shall pay the amount of any stipulated penalties required by Paragraph 34, above, within fifteen (15) days after Defendants' receipt from U.S. EPA of a demand for payment of penalties, unless Defendants invoke the Dispute Resolution procedures set forth in Section X of this Decree. Penalties paid after this fifteen (15) day period shall include accrued Interest. All such payments shall be paid by certified or cashier's check(s) made payable to the "Treasurer of the United States," shall be mailed to the United States Attorney's Office for the Southern District of Illinois, shall indicate that the payment is for stipulated penalties, shall state the basis for the payment of stipulated penalties, and shall reference the case name and civil action number, U.S.A.O. File No. 1998V00299, DOJ File No. 90-7-1-818, and the name and address of the party making payment. Copies of the transmittal letter and check(s) shall be sent on the same day to governmental parties in the manner specified in Section XII (Notice).

## **IX. FORCE MAJEURE**

39. If any event causes or may cause a delay in Defendants' compliance with any provision of this Consent Decree, Defendants shall notify the U.S. EPA and the State in writing as soon as practicable, but in any event within ten (10) days of when Defendants first knew of the event, or should have known of the event by the exercise of due diligence. In this notice, Defendants shall specifically reference this provision of the Consent Decree and describe the anticipated length of the delay, the cause or causes of the delay, the measures taken or to be taken by Defendants to prevent or minimize the delay, and the schedule by which those measures will be implemented. Defendants shall adopt all reasonable measures to avoid and minimize such delays.

40. Failure by Defendants to comply with the above notice requirements shall constitute a waiver of Defendants' right to assert force majeure. Notification of any delay, in and of itself, shall not extend the time allowed for meeting any requirement or excuse the delay or payment of stipulated penalties.

41. If U.S. EPA, after consultation with the State, agrees that the violation has been or will be caused solely by circumstances beyond the control of, or any entity controlled by, Defendants, including its contractors, and that Defendants could not have foreseen and prevented such delay by the exercise of due diligence, U.S. EPA shall extend the time for compliance with the particular requirement(s) affected by the force majeure event by a period not exceeding the delay actually caused by such circumstances. Defendants shall not be liable for stipulated penalties for the period of any such delay. Such an extension does not alter the schedule for any other part of this Consent Decree, except that U.S. EPA shall extend the time for performance of



other tasks under this Consent Decree that U.S. EPA determines will necessarily be delayed as a result of the force majeure.

42. If U.S. EPA, after consultation with the State, does not agree with Defendants' claim of force majeure, the Defendants may invoke the Dispute Resolution procedures of this Consent Decree. If the Court determines that the violation has been or will be caused solely by circumstances beyond the control of Defendants or any entity controlled by Defendants, including their contractors, and that Defendants could not have foreseen and prevented such delay by the exercise of due diligence, Defendants shall be excused as to that violation and delay (including stipulated penalties), but only for the delay actually caused by such circumstances.

43. Defendants shall have the burden of demonstrating that the violation has been or will be caused solely by circumstances beyond the control of Defendants or any entity controlled by Defendants, including their contractors, that the duration of the delay caused by such circumstances is or was warranted solely by reason of such circumstances, and that Defendants could not have foreseen and prevented such delay by the exercise of due diligence. Defendants also shall bear the burden of proving the duration and extent of any delay attributable to such circumstances. Absent written approval by the United States, an extension of one compliance date based on a particular event shall not of itself result in an extension of a subsequent compliance date or dates.

44. Unanticipated or increased costs or expenses associated with the performance of Defendants' obligations under this Consent Decree shall not constitute circumstances beyond Defendants' control, or serve as a basis for an extension of time under this Section. Temporary shutdowns for routine maintenance do not constitute circumstances beyond Defendants' control

for purposes of this Section. However, a temporary shutdown of the Claus sulfur recovery plant or SCOT Unit that meets the definition of "malfunction" in 40 C.F.R. § 60.2 may constitute a circumstance beyond Defendants' control for purposes of this Section.

#### **X. DISPUTE RESOLUTION**

45. Unless otherwise expressly provided for in this Consent Decree, Defendants shall have the right to dispute any decision of U.S. EPA under this Consent Decree, and the provisions of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. However, the provisions in this Section shall not apply to actions by the United States or the State to enforce obligations of Defendants that have not been disputed in accordance with this Section.

46. Any dispute which arises under or with respect to this Consent Decree shall in the first instance be the subject of informal negotiations between the parties to the dispute. The period for informal negotiations shall not exceed thirty (30) days from the time the dispute arises, unless it is modified by written agreement of the parties to the dispute. The dispute shall be considered to have arisen when one party sends a written Notice of Dispute to the other party.

47. In the event that the parties cannot resolve a dispute by informal negotiations under the preceding Paragraph, then the position advanced by U.S. EPA shall be considered binding unless, within ten (10) days after the conclusion of the informal negotiation period, Defendants invoke the formal dispute resolution procedures of this Section by serving on the United States and the State a written Statement of Position on the matter in dispute, including, but not limited to, any factual data, analysis or opinion supporting that position, any supporting

documentation relied upon by Defendants, and any actions which Defendants consider necessary to resolve the dispute.

48. An administrative record of the dispute shall be maintained by U.S. EPA. The administrative record shall include the Statement of Position and all of the information provided by Defendants pursuant to the preceding Paragraph, as well as any other documents relied upon by U.S. EPA in making its final decision pursuant to the next Paragraph. Where appropriate, U.S. EPA shall allow submission of supplemental statements of position, data, reports, or affidavits, by the parties to the dispute.

49. If U.S. EPA, after consultation with the State, concurs with Defendants' position, U.S. EPA shall provide written notice of such concurrence to Defendants. If U.S. EPA, after consultation with the State, does not concur with the Defendants' position, U.S. EPA shall so notify the Defendants in writing, setting forth the basis of its decision. U.S. EPA's decision shall control unless, within fifteen (15) days of receipt of U.S. EPA's written determination, Defendants file a notice of judicial appeal which shall set forth a description of the matter in dispute, the efforts made by the parties to resolve it, the relief requested, and the schedule, if any, within which the dispute must be resolved to ensure orderly implementation of this Consent Decree. The United States may file a response to the notice of judicial appeal.

50. In any such judicial appeal, Defendants shall have the burden of demonstrating that the United States' position is arbitrary and capricious or otherwise not in accordance with law. The Court shall base its decision on the administrative record. The Court may grant relief, or may, upon motion of either party or on its own motion, remand the dispute for further consideration by U.S. EPA, including supplementation of the administrative record as appropriate.

51. The invocation of formal dispute resolution procedures under this Section shall not of itself extend or postpone any of Defendants' obligations under this Consent Decree, but the payment of stipulated penalties with respect to the disputed matter shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall continue to accrue during proceedings to resolve disputes under this Consent Decree until the following:

a. If the dispute is resolved by agreement or by a decision of U.S. EPA that is not appealed to the Court, accrued penalties determined to be owing shall be paid to U.S. EPA within fifteen (15) days of Defendants' receipt of a written demand for payment by U.S. EPA following the agreement or the receipt of Plaintiffs' decision;

b. If the dispute is appealed to the Court and the U.S. EPA prevails in whole or in part, Defendants shall pay all accrued penalties determined by the Court to be owed to U.S. EPA within sixty (60) days of receipt of the Court's decision, except as provided in Subparagraph c., below;

c. If the District Court's decision is appealed by any party, Defendants shall pay all accrued penalties determined by the District Court to be owing to the United States into an interest-bearing escrow account within sixty (60) days of receipt of the Court's decision. Penalties shall be paid into this account as they continue to accrue, at least every sixty (60) days. Within fifteen (15) days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to U.S. EPA or to Defendants to the extent that it prevails.

52. Upon resolution of any dispute, whether informally or using the procedures in this Section, Defendants shall, within seven (7) days or such other time as U.S. EPA may approve, incorporate the resolution into the amended plan or procedure and proceed with the work according to the amended plan or procedures.

## **XI. PUBLIC ACCESS TO INFORMATION**

53. All information and documents Defendants submit to U.S. EPA or the State pursuant to this Consent Decree shall be subject to public inspection, unless Defendants identify and support a claim for confidential business information in accordance with 40 C.F.R. Part 2 and the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. (1996).

54. If no claim of confidentiality accompanies documents or information when they are submitted to U.S. EPA or the State, the public may be given access to such documents or information without further notice in accordance with 40 C.F.R. Part 2, Subpart B and the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. (1996).

## **XII. NOTICE**

55. Unless otherwise provided herein, notifications to or communications with U.S. EPA, the Department of Justice, or the State shall be deemed submitted on the date they are postmarked and sent either by overnight receipt mail service or by certified or registered mail, return receipt requested.

56. Unless this Consent Decree states otherwise, all notices, submissions, or communications in connection with this Consent Decree shall be addressed as follows:

As to the U.S. EPA:

Chief, Air Enforcement and Compliance  
Assurance Branch  
Air and Radiation Division, AE-17J  
U.S. EPA, Region V  
77 West Jackson Boulevard  
Chicago, Illinois 60604-3590

As to the State of Illinois:

Chief, Environmental Bureau  
Illinois Attorney General's Office  
500 South Second Street  
Springfield, Illinois 62706

As to IEPA:

Associate Counsel  
Air Enforcement Unit  
Division of Legal Counsel  
Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
Springfield, Illinois 62702

As to the Department of Justice:

Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044  
(Reference: DOJ Case No. 90-7-1-818)

As to Defendants:

Associate General Counsel -- Corporate  
Shell Oil Company  
P.O. Box 2463  
Houston, Texas 77252

General Counsel  
Equilon Enterprises LLC  
P.O. Box 4453  
Houston, Texas 77210-4453

Manager, Environmental Conservation  
Wood River Refining Company, a Division of Equilon Enterprises, LLC  
P.O. Box 262  
Wood River, IL 62095

57. All submissions, reports, or notices required by this Consent Decree to be submitted by the Defendants shall be certified by a responsible corporate official, and accompanied by the following certification:

I certify that the information contained in or accompanying this submission is true, accurate and complete. This certification is based on my personal preparation, review, or analysis of the submission, and/or supervision of persons who, acting on my direct instructions, made the verification that the submitted information is true, accurate and complete.

### **XIII. GENERAL PROVISIONS**

58. Complete performance by Defendants of all of their obligations under this Consent Decree shall fully satisfy all civil liability of the Defendants for the violations alleged in the Complaints in this action through the date of lodging of the Consent Decree. Nothing in the Consent Decree is intended, nor shall be construed, to operate in any way to resolve any other civil liability, or any criminal liability, of the Defendants.

59. This Consent Decree shall not relieve Defendants of their obligation to comply with all applicable provisions of Federal, State or local law, and with any order of the Court, including but not limited to an order pursuant to Section 303 of the CAA, 42 U.S.C. § 7603, except as specifically provided in this Consent Decree, the Consent Decree entered in United States of America v. Shell Oil Company, et al., Civil Action No. 97-539-WDS (S.D. Ill.), and the

Consent Order entered in People of the State of Illinois v. Shell Oil Company, Civil Action No. 89-CH-302 and any matters that are the subject of the Petition filed before the Illinois Pollution Control Board in Petition of Shell Wood River Refining Company for an Adjusted Standard from 35 Ill. Adm. Code §§ 725.213 and 725.321, No. AS98-6; nor shall it be construed to be a ruling on, or determination of, any issue related to any Federal, State or local permit; nor shall it be construed to constitute U.S. EPA approval of any equipment or technology Defendants may install in accordance with the terms of this Consent Decree.

60. This Consent Decree does not limit or affect the rights of Defendants, the United States, or the State as against any third parties.

61. Each Party to this action shall bear its own costs and attorney's fees.

62. Any modification of this Consent Decree must be in writing and approved by the Court. Any such written modification must be agreed to and signed by all parties to this Consent Decree.

63. The provisions of this Consent Decree are not severable. The parties' consent hereto is conditioned upon the entry of the Consent Decree in its entirety without modification, addition, or deletion except as agreed to by all parties. \*

#### **XIV. DOCUMENT RETENTION**

64. Defendants agree that they shall preserve, during the pendency of this Consent Decree and for a minimum of one (1) year after its termination, at least one legible copy of all records and documents, including computer tapes, in the possession, custody, or control of its divisions, employees, agents, accountants, contractors, and attorneys, that relate to the performance of Defendants' obligations under this Consent Decree, including, but not limited to,



documents embodying or relating to the results of any sampling, tests, or other data or information generated or acquired by Defendants, or on Defendants' behalf.

#### **XV. RETENTION OF JURISDICTION**

65. This Court shall retain jurisdiction to modify or enforce the terms of this Consent Decree or to take any action necessary or appropriate for its construction or execution.

#### **XVI. TERMINATION**

66. This Consent Decree shall terminate twelve (12) months after Defendants have completed all actions required of Defendants in the Consent Decree, provided that Defendants have been in continuous compliance with the terms of the Consent Decree for the preceding twelve (12) months and IEPA has issued a revised FESOP or a Title V Permit that includes emissions limits that reflect the Claus recovery plant modifications and the elimination of refinery flasher pitch combustion required in Section VI (Projects). At such time, Defendants shall notify U.S. EPA and the State that Defendants have completed their obligations under the Consent Decree, has been in continuous compliance with the terms of the Consent Decree and the provisions of the CAA, CWA, RCRA, CERCLA, and EPCRA referenced in the Complaint for the preceding twelve (12) months, and that IEPA has issued a revised FESOP or Title V Permit that reflects the projects. If U.S. EPA and the State agree, the United States, the State, and Defendants shall jointly petition the Court to terminate the Consent Decree. If U.S. EPA and the State do not agree, the United States and/or the State shall provide Defendants with written notification stating the reasons why this Consent Decree should not be terminated. Upon receipt of such notification, any party may submit the issue for Dispute Resolution pursuant to Section X of this Consent Decree.

## **XVII. PUBLIC COMMENT**

67. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days, for public notice and comment in accordance with the provisions of 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments received disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper or inadequate. This Consent Decree shall become effective upon entry by the Court.

## **XVIII. SIGNATORIES**

68. Each undersigned representative of Defendants, the Assistant Attorney General for Environment and Natural Resources of the Department of Justice, and the People of the State of Illinois certifies that he or she is fully authorized to enter into the terms and conditions of this Decree and to execute and legally bind such party to this Decree.

69. Defendants consent to the entry of this Consent Decree without further notice. Defendants further agree not to oppose entry of this Decree by this Court or to challenge any provision of this Decree unless the United States has notified Defendants in writing that it no longer supports entry of the Decree.


70. Defendants hereby agree to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons, and to accept service of the Complaint filed in this action by regular U.S. mail.

SO ORDERED THIS 13<sup>th</sup> DAY OF Nov., 1998.


  
United States District Judge

Through their undersigned representatives, the Parties agree and consent to entry of the foregoing Consent Decree in United States of America and the State of Illinois v. Shell Oil Company, Shell Wood River Refining Company, Equilon Enterprises LLC, and Wood River Refining Company, a Division of Equilon Enterprises LLC:

FOR PLAINTIFF UNITED STATES OF AMERICA:

  
LOIS J. SCHIFFER  
Assistant Attorney General  
Environment and Natural Resources  
Division  
United States Department of Justice

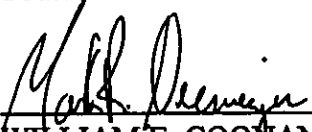
Date: 9/2/98

  
JAMES D. FREEMAN  
NANCY J. SPENCER  
Attorneys  
United States Department of Justice  
Environmental Enforcement Section  
P.O. Box 7611  
Ben Franklin Station  
Washington, D.C. 20044  
(202) 514-4793

Date: 9/2/98


W. CHARLES GRACE  
United States Attorney  
Southern District of Illinois

By:

  
WILLIAM E. COONAN  
Assistant United States Attorney  
402 West Main Street, Suite 2A  
Benton, Illinois 62812  
(618) 628-3714

Date: 9/4/98

Through their undersigned representatives, the Parties agree and consent to entry of the foregoing Consent Decree in United States of America and the State of Illinois v. Shell Oil Company, Shell Wood River Refining Company, Equilon Enterprises LLC, and Wood River Refining Company, a Division of Equilon Enterprises LLC:



STEVEN A. HERMAN  
Assistant Administrator for Enforcement  
U.S. Environmental Protection  
Agency

Date: 7/31/98

Through their undersigned representatives, the Parties agree and consent to entry of the foregoing Consent Decree in United States of America and the State of Illinois v. Shell Oil Company, Shell Wood River Refining Company, Equilon Enterprises LLC, and Wood River Refining Company, a Division of Equilon Enterprises LLC:

FOR PLAINTIFF-INTERVENOR THE STATE OF ILLINOIS:

PEOPLE OF THE STATE OF ILLINOIS  
ex rel. JAMES E. RYAN, Attorney General  
of the State of Illinois

MATTHEW J. DUNN  
Chief, Environmental Enforcement/ Asbestos  
Litigation Division

  
THOMAS DAVIS  
Chief, Environmental Bureau

Date: 7/15/98